

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSAL (RFP)**

Issue Date: April 11, 2008 RFP# DOE 2008-04

Title: Online Automotive Training Tool

Issuing Agency: Commonwealth of Virginia
Department of Education
Procurement Office
101 North 14th Street, 21st Floor
Richmond, Virginia 23219

Initial Period of Contract: From July 1, 2008 through June 30, 2009 (*Renewable).

Sealed proposals will be received until 2 PM, May 8, 2008, for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to:
Timothy.Moore@doe.virginia.gov or by phone at 804-225-3375.

IF MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: Timothy W. Moore, Associate Director for Procurement, Department of Education, 101 North 14th Street, 21st Floor, Richmond, Virginia, 23219. Proposals must be delivered to the Procurement Office prior to the date and time shown above.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

OFFEROR Information:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____ Zip Code _____	Name: _____
	(Please Print)
FEI/FIN NO. _____	Title: _____
E-mail: _____	Phone: () _____
	Fax: () _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

An optional preproposal conference/teleconference will be held on April 28, 2008, at 2 PM at the Monroe Building, 24th floor, Harrison Conference Room, 101 North 14th Street, Richmond, Virginia. See Section VII for details.

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I. PURPOSE

The Virginia Department of Education, herein after referred to as VDOE, is soliciting sealed proposals to establish a contract for an electronic, interactive multimedia, internet-based, curriculum and assessment tool for the delivery and assessment of automotive training programs. The product must support the National Automotive Training Education Foundation or NATEF.

The objective of this tool will be to provide instructional support through access to interactive media that is industry standard, comprehensive, and easy to use by students and instructors. The interactive media will make use of appropriate technologies to meet the different learning styles of automotive students. Primary access to the interactive curriculum must be via the Internet and must function within a 56kbps or lower base-band data flow.

In addition, the tool should increase student achievement and instructor effectiveness while delivering accountability. The successful solution should include electronic testing, grading and reporting and will provide documentation of student outcomes and detailed management information at the school, district and state level.

The initial contract is for the 2008-2009 school year, with initial hands-on training provided at the state summer education conference in July, 2008.

II. BACKGROUND

Currently the Automotive Technology programs use a variety of computer based delivery tools that supplements the in-class instruction of the NATEF competencies. The websites host an interactive NATEF-based training through the internet using secure instructor and student login. Each website maintains student's records of completed tasks and assessments, allowing instructors to monitor and adjust to the student's knowledge progression. Administrators and program specialists have the ability to monitor program progress and the number of student certifications attained in the program.

The number and type of institutions to be covered by the resulting contract are as follows:

	Approx. No of Locations	Approx. No of Instructors	Approx. No of Students
High Schools and Regional Centers	134	150	6000

94 Automotive programs have achieved NATEF endorsement.

III. STATEMENT OF NEEDS

The successful solution should offer the following features. A list of mandatory and optional features is found in Attachment A, Submission Document.

- Content
 - Comprehensive coverage of the 4 core NATEF Areas; Brakes, Electrical/Electronic, Steering & Suspension, Engine Performance
 - Text, video, simulations and activities to engage multiple learning styles
 - Annual updates to content and systems during the course of the contract

- Assessment
 - Electronic Practice Tests and Final exams
 - Integrity of testing through randomization of questions
 - NATEF Task sheets
 - Efficient mechanisms for collating NATEF task sheet data
 - Documentation supporting procedural observation
- Reporting
 - Customizable reports, allowing instructors to select specific data sets
 - Student grade reports
 - Test question analysis to support teachers in designing remediation strategies
 - Class and student NATEF task reports for CTE supervisors, state CTE supervisors, and programs specialists
 - Learner activity reports, tracking online time and activity
- Training and Support
 - Internal Student-Instructor Messaging System
 - Face-to-face training sessions at the Summer Conference
 - 24 hour telephone support service
 - Electronic problem reporting and tracking mechanism
 - Online database of Frequently Asked Questions

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the issuing agency. In addition, a copy of the complete proposal must be submitted on CD. If sections of the proposal are marked as proprietary, a second CD with the proprietary sections deleted must also be submitted and identified as the “redacted version”. No other distribution of the proposal shall be made by the Offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material are submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Department of Education may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 2. Return of the Submission Document which is found in Attachment A.

3. Proposed Price. Provide the Cost Proposal under Section X of the RFP.
4. Small Business Subcontracting Plan – Summarize the planned utilization of Department of Minority Business Enterprise (DMBE)-certified small which include businesses owned by women and minorities, when they have received DMBE businesses small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms. Complete Attachment B.

For a list of certified small businesses, please go to the DMBE web site at www.dmb.e.virginia.gov. Follow the “SWaM Vendors Search” link on the left hand side of the page. On the SWaM Vendors Search page you will be able to search for specific vendors by name or do a general search under a general description such as “printing”.
5. Vendors will be required to provide 15 days access to their proposed solution, including instructor and student access, for evaluation purposes.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the Department of Education using the following criteria:

<i>CRITERIA</i>	<i>POINT VALUE</i>
Content	25
Assessment	10
Reporting	20
Support and Hosting	10
Cost	15
Participation of small businesses and businesses owned by women and minorities in the program	20
<i>Total</i>	<i>100</i>

- B. AWARD OF CONTRACT: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor’s proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. See Attachment A for the Reporting Requirements.

- B. **SMALL BUSINESS SUBCONTRACTING PLAN:** The Contractor shall deliver to the VDOE each month a report substantiating compliance in accordance with the small business subcontracting plan (see Attachment B). When such business has been subcontracted to these firms, the Contractor agrees to furnish the purchasing office at a minimum, the following information: name of firm, phone number, total dollar amount subcontracted, proof of payment (invoice, etc.) category type (small; small and women-owned; or small and minority-owned), and type of product/service provided, at the frequency required in the contract. Payments under the contract may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

- VII. **PREPROPOSAL CONFERENCE/TELECONFERENCE:** An optional preproposal conference/teleconference will be held on April 28, 2008, at 2 PM. in Harrison Conference Room located on the 24th floor of the Monroe Building, 101 North 14th Street, Richmond, Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Vendors may attend the conference via teleconference. Please contact Tim Moore at timothy.moore@doe.virginia.gov for instructions.

VIII. **GENERAL TERMS AND CONDITIONS**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime Contractor who wins an award in which provision of a Small, Women- or Minority-owned Business (SWAM) procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract

or purchase order of over \$10,000, so that the provisions will be binding upon each subContractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. The Vendor Transaction Fee is:
- (i) Department of Minority Business Enterprise (DMBE)-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Education will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No. / RFP No.	
_____	_____	_____
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- E. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage

increase/decrease of the “Other Services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “Other Services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
3. Materials purchased by the Contractor shall be billed to the VDOE at the actual cost paid by the Contractor.

F. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.

- (a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

IX. METHOD OF PAYMENT: The Contractor shall submit a detailed invoice at the end of the contract year. Payment will be made within 30 after receipt of an approved invoice.

X. COST PROPOSAL: The VDOE prefers an all inclusive bottom line cost proposal that covers all automotive based schools, teachers and students that will cover the initial one year term of the contract.

XI. ATTACHMENTS:

A: Submission Documentation

B: Small Business Subcontracting Plan

Attachment A

Submission Documentation

Please complete the following document detailing the elements of your proposal. Provide additional information in the comments column.

Note: If attaching a separate sheet to include additional information please indicate the question number and restate the question from the tables below.

Vendor

Vendor Contact Details

Vendor Name	
Contact Name	
Street Address	
City State Zip	
Phone Number	
Fax Number	
Email Address	

Vendor Information

Item	Response	Requirement	Comments
V-1. Does the Offeror provide online training in any other subject areas?	Yes / No		
V-2. When did the Offeror commence delivering automotive training?			
V-3. What proportions of the Offeror's revenues are derived from automotive training?			
V-4. The Offeror must have at a minimum, 10 trainers available for initial setup and training.	Yes / No	Mandatory	

Details of Offering

Content

Item	Response	Requirement	Comments
C-1. Does the proposed content offering address the 4 core NATEF areas?	Yes / No	Mandatory	
C-2. Describe how the proposed content offering addresses the 4 core NATEF areas. <i>(attach a separate sheet if required)</i>			
C-3. Is the proposed content available online via baseband and broadband?	Yes / No	Mandatory	
C-4. Is the proposed content available for PC installation?	Yes / No	Optional	
C-5. Does the proposed offering contain text?	Yes / No	Mandatory	
C-6. How many pages of information are provided in the following areas:			
a. Brakes			
b. Steering and Suspension			
c. Electrical/Electronics			
d. Engine Performance			
C-7. Does the proposed offering provide video and animations?	Yes / No	Optional	
C-8. How many videos and animations are provided?		Optional	
C-9. Does the proposed offering provide simulations?	Yes / No	Optional	
C-10. How many simulations are provided?			
C-11. Does the proposed offering provide illustrations?	Yes / No	Optional	
C-12. How many illustrations are provided?			
C-13. Does the proposed offering	Yes / No	Mandatory	

provide NATEF Task sheets in support of the 2005 standards?			
C-14. Do the NATEF Task sheets cover all 2005 NATEF tasks?	Yes / No	Mandatory	
C-15. How many NATEF 2005 Task sheets are provided?			
C-16. Has the Offeror provided a sample of task sheets in each of the NATEF Core areas?	Yes / No		
C-17. Does the Offeror update Task sheets in accordance with NATEF Revision Cycles	Yes / No	Mandatory	
C-18. Describe how the Offeror supports the provision of concurrent NATEF standards during the 2 year NATEF transition process.			
C-19. Can results for the NATEF Task sheets be collected electronically?	Yes / No	Mandatory	
C-20. Describe how data from NATEF Task sheets can be collected electronically.			
C-21. Does the proposed offering provide for recording practical task performance?	Yes / No	Mandatory	
C-22. Describe how the proposed offering provides for recording task performance. (<i>attach a separate sheet if required</i>)			
C-23. Does the proposed offering allow students to bookmark their places in the courses?	Yes / No	Optional	
C-24. Describe how the proposed offering allows students to bookmark their places in the courses.			
C-25. Does the proposed offering support languages other than English.	Yes / No	Optional	
C-26. Describe how the proposed offering supports languages			

other than English.			
C-27. Has the proposed content been recognized by independent review or awards?	Yes / No	Optional	
C-28. Provide details of any independent review or awards, with contact names and details.			
C-29. Describe the pedagogical model supporting the proposed content.		Optional	
C-30. Does the Offeror provide annual updates of the content?	Yes / No	Mandatory	
C-31. Describe the last two annual updates provided for the content?			

Assessment

Item	Response	Requirement	Comments
A-1. Does the proposed offering provide testing?	Yes / No	Mandatory	
A-2. Describe how the proposed offering provides testing.			
A-3. How many questions are available in the database in the following areas:			
a. Brakes			
b. Steering and Suspension			
c. Electrical/Electronics			
d. Engine Performance			
A-4. Does the proposed offering randomize the questions?	Yes / No	Mandatory	
A-5. Does the proposed offering randomize the stems and distracters?	Yes / No	Mandatory	
A-6. Does the proposed offering provide for practice tests?	Yes / No	Mandatory	
A-7. Describe how the proposed offering provides for practice tests. <i>(attach a separate sheet if required)</i>			
A-8. Does the proposed offering provide students with feedback on their answers?	Yes / No	Mandatory	
A-9. Describe how the proposed offering provides students with feedback on their answers. <i>(attach a separate sheet if required)</i>			
A-10. Describe how the proposed offering provides instructors with analysis of student answers. <i>(attach a separate sheet if required)</i>			
A-11. Will the offeror provide NATEF task sheets?	Yes/No	Mandatory	

A-12. Describe the mechanisms used for correlating NATEF task sheet data.			
A-13. Describe the documentation supporting procedural observation of the NATEF Reporting Standards.			

Reporting

Item	Response	Requirement	Comments
R-1. Does the proposed offering provide grade book data?	Yes / No	Mandatory	
R-2. Can the grade book data be filtered or selected?	Yes / No	Optional	
R-3. Describe how the grade book data is filtered or selected. <i>(attach a separate sheet if required)</i>			
R-4. Can the grade book data be exported?	Yes / No	Mandatory	
R-5. Describe how the grade book data be exported. <i>(attach a separate sheet if required)</i>			
R-6. Does the proposed offering provide instructors with analysis of student answers?	Yes / No	Mandatory	
R-7. Describe how the proposed offering provides instructors with analysis of student answers. <i>(attach a separate sheet if required)</i>			
R-8. Does the proposed offering provide NATEF task sheet tracking reports?	Yes / No	Mandatory	
R-9. Describe how the NATEF task sheet tracking data is input. <i>(attach a separate sheet if required)</i>			
R-10. Describe the NATEF task sheet tracking application. <i>(attach a separate sheet if required)</i>			
R-11. Can the NATEF task sheet tracking data be filtered or selected?	Yes / No	Optional	
R-12. Describe how the NATEF task sheet tracking data is filtered or selected. <i>(attach a</i>			

<i>separate sheet if required)</i>			
R-13. Describe what customizable reports, are available that allow instructors to select specific data sets.			
R-14. Does the proposed offering provide learner activity reports, tracking online time and activity?	Yes/No	Mandatory	

Support and Hosting

Item	Response	Requirement	Comments
S-1. Does the proposed solution provide for two-way electronic communications between student and instructor?	Yes / No	Mandatory	
S-2. Describe how the proposed solution provides for two-way electronic communications between student and instructor			
S-3. Is the proposed solution supported by electronic problem reporting and tracking?	Yes / No	Mandatory	
S-4. Describe how the proposed solution is supported by electronic problem reporting and tracking? (attach a separate sheet if required)			
S-5. Does the Offeror provide 24/7 telephone support?	Yes / No	Mandatory	
S-6. Describe how the Offeror provides telephone support.			
S-7. Does the Offeror provide an online database of frequently asked questions?			

Attachment B

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subContractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					